



MEMORANDUM

TO: Contract File for MA 6000 NI170000002

FROM: Sandy Brandt, Senior Buyer Specialist

DATE: 11/9/2016

SUBJECT: Payment Mechanism Only

This MA was set up as a payment mechanism only based on the Interlocal Agreement Concerning Use of Equipment, Labor and Materials between COA and Travis County, dated 4/21/94 and approved by City Council on 2/17/94. The Contract names the Director of Public Works and Transportation as the designated agent on behalf of the City to authorize and request performance of service.

PARD has requested performance of service using this interlocal agreement with authorization from the Director of Public Works (see memo in file).

Council approval 2/17/94



MEMORANDUM

TO: Paul Salyers, Purchasing Manager
Department of Public Works and Transportation

Steve Roberts, Engineering Support Specialist II
Department of Public Works and Transportation

FROM: Gary M. Kosut, P.E.
Project Management Division
Department of Public Works and Transportation

DATE: April 21, 1994

SUBJECT: Interlocal Agreement Concerning Use of
Equipment, Labor and Materials
(COA and Travis County)

Attached for your use and files is a fully executed copy of the above-noted Interlocal Agreement.

for *Pamela Birden*
Gary M. Kosut, P.E.
Project Management Division
Department of Public Works and Transportation

GMK:prb:
Attachment

cc: City Clerk's Office
Lino Rivera
Charles Samson, III

w/Attachment

RECEIVED

APR 26 1994

STREET & BRIDGE DIVISION

Qu...

INTERLOCAL AGREEMENT CONCERNING USE OF
EQUIPMENT, LABOR AND MATERIALS

STATE OF TEXAS

COUNTY OF TRAVIS

This Agreement is made and entered into by the City of Austin, a home rule City and political subdivision of the State of Texas situated in Travis and Williamson Counties, hereinafter referred to as the "City", and Travis County, Texas, a political subdivision of the State of Texas, hereinafter referred to as the "County", each acting by and through its duly elected officials:

WITNESSETH:

WHEREAS, the City and County are desirous of efficiently maintaining and improving the streets each is responsible for; and

WHEREAS, the City and the County have determined that it would be in the best interest of the citizens of the City and the County for each party to be able to utilize equipment or materials, available to the other party, for short term projects requiring little notice, and

WHEREAS, there are numerous sections of roadways which cross in and out of the incorporated boundaries of the City causing fragmented maintenance by the City and County; and

WHEREAS, the City and the County intend to conform this Agreement in all respects with TEX. GOVT. CODE. CHAPTER 791, as amended, more commonly known as the "The Interlocal Cooperation Act."

NOW, THEREFORE, it is mutually agreed as follows:

I.
TERM OF AGREEMENT

The term of this Agreement shall commence on the date of signing of this Agreement by the County and the City, whichever is later, and shall continue in full force and effect until the 30th day of September, 1994, unless earlier terminated by thirty (30) days written notice from either party to the other; provided that this agreement shall automatically renew for successive one year terms until either party terminates same by forty-five (45) days written notice to the other at any time.

II.
PURPOSE

The City and County purpose to facilitate greater efficiency and cost savings through utilizing available resources.

A. ROADWAY MAINTENANCE

City shall perform certain repair and maintenance Improvements for County; in exchange, County shall perform certain repair and maintenance Improvements for City. Improvement as used in this Agreement shall mean a parking lot, public thoroughfare or right-of-way which either the City or the County has the duty or authority to repair or maintain. This Agreement shall not govern the construction of new streets or roadways. City shall perform repair and maintenance on those roadways for County, and County shall perform repair and maintenance on those roadways for City, upon the deliver of a completed work order as described hereafter.

B. ITEMS TO BE UTILIZED

"Item," as defined in this Agreement, shall include a piece of equipment owned by a party, an employee of a party available to operate equipment or to facilitate a work order, or material available to a party pursuant to a valid, current contract meeting requirements of the purchasing statutes applicable to a party.

C. SHORT-TERM ITEM USE

In consideration of the promises made within this Agreement, County and City may each make available to the other party, Items for use on an emergency, weekend or short term basis for road construction and maintenance and the accompanying drainage Improvements which the County and the City are required to perform.

III.

CITY REPRESENTATIVES

The City Council hereby designates the Director of Public Works and Transportation, hereinafter called "City's Agent," to serve as the representative and agent for the City. The designated City's Agent shall be authorized to request performance of service and deliver services as set forth in this Agreement and any such request made by the designated City's Agent shall bind the City as fully as if such request had been made by specific action of a majority of the City Council.

IV.

COUNTY REPRESENTATIVE

The Commissioners Court hereby designates the Travis County Director of the Public Improvements and Transportation Department (PITD), hereinafter called the "County Agent" as the representative and agent of the County. The designated County's Agent shall be authorized to request performance of service and deliver service pursuant to this Agreement and any such request made by the designated County's Agent shall bind the County as fully as if such request had been made by specific action of a majority of the Commissioners Court.

V.
REQUESTS FOR SERVICE

Either agent may request the other agent to perform repairs or maintenance or to utilize equipment, labor or materials available to the other agent. Said request may be made orally or in writing. At the time of making a request, if an Item is needed, the requesting agent shall specify, in detail, the nature of the Item requested, whether the Item will be picked up, and where, when the Item's use will begin and for how long, where the equipment will be used and how payment will be made if payment is required because of the magnitude of the use of the Item. At the time of making a request, if a repair or maintenance is needed, the requesting agent shall specify in detail the nature of the service requested, the extent of the service requested, the streets or portions thereof upon which the service is to be performed, and the time which the service requested should be commenced and thereafter completed.

VI.
AGREEMENT TO PERFORM SERVICE

Upon receipt of a request in conformance with Paragraph V hereof, the agent receiving the request shall promptly inform the requesting agent whether the Item will be available or the repair or maintenance can be undertaken. The decision as to availability or whether the repair or maintenance can be performed shall be made by the agent receiving the request. If the agent receiving the request agrees to allow utilization of the Item or perform the Improvement, said agent shall cause to be prepared a written work order setting forth in detail the matters set out in Paragraph V. Neither City nor County shall be obligated to allow utilization of any of its Items or perform any Improvements under this Agreement unless and until the written work order described in this paragraph has been signed by the requesting agent. However, the provision of equipment or labor requested pursuant to this Agreement prior to or without the signing of a written work order shall not relieve the requesting party of the obligation to pay for said Item as provided in this Agreement. The terms of a written work order signed by an Agent shall control over any oral or prior written request for an Item. Should this Agreement be terminated after a work order is signed, but before it is completed, the work shall be completed and paid for, if payment was included in the work order, before termination shall be effective.

VII.
PERFORMANCE OF SERVICE

Upon both agents signing of a written work order prepared by the providing agent, as described in Paragraph VI hereof, the providing agent shall facilitate the delivery of the Item or perform the Improvement set forth in such work order.

Any Improvement shall be performed to the same standard and

using the same quality of materials as the performing party utilizes in its own streets and drainage work. The performing party shall furnish all personnel, equipment, and materials necessary to perform the services set forth in each work order, except when otherwise provided herein.

VIII. CLOSING STREETS

Should it become necessary, in the sole discretion of the performing party, to deny public access to any street or streets or portions thereof during the performance of any service requested pursuant to this Agreement, the performing Agent shall so notify the designated other Agent in writing. Such written notification may be contained in the written work order or may be by separate writing and may be submitted at any time during the performance of any services requested hereunder. Upon receipt of such written notice, the Agent shall promptly pursue its normal procedures to close the said street or streets or portions thereof. The party performing an Improvement shall have no further obligation for the performance of any services hereunder unless and until said street or streets or portions thereof are closed to the public. In the event any such closure results in the denial of public access to any third party to private property, the requesting party, at its sole costs and expense shall provide such alternative public access as may be required by law. The performing party shall have no obligation to provide alternative public access in the event of any such closure.

IX. NO WARRANTIES

NEITHER THE AGREEMENT TO PERFORM NOR THE PERFORMANCE OF ANY SERVICE NOR THE DELIVERY OF AN ITEM PURSUANT TO THIS AGREEMENT OR ANY WRITTEN WORK ORDER PROVIDED FOR IN THIS AGREEMENT SHALL CREATE OR CONSTITUTE ANY WARRANTY THAT SUCH WORK IS PERFORMED IN A GOOD WORKMANLIKE MANNER, THAT SUCH WORK IS FOR ITS INTENDED PURPOSE, THAT SUCH ITEM SHALL PERFORM IN ANY INTENDED MANNER, OR ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. The requesting party accepts full responsibility for the Item requested. The Requesting party shall return equipment in the same condition (including level of fuel) as when it was received from the providing party.

X. COMPENSATION

A. - For the services herein agreed to be performed, which have a magnitude wherein the providing party determines it will be required, the requesting party shall pay the performing party the actual cost to said party for all personnel utilized in the performance of a work order and all equipment and materials requested in the work order. The actual cost of personnel for each person performing services under this Agreement shall be the actual

hourly wage paid by the providing party to each employee plus all "fringe benefits" ordinarily paid by the providing party to such person at the time the work is performed, including but not limited to insurance and retirement, on the day of performance, multiplied by the number of hours elapsing from the time an employee is dispatched to the job site hereunder until his return to his customary job station or other work site, provided, however, that any fractional portion of an hour during the time elapsed shall be counted as a full hour for purposes of calculating the time elapsed and provided further, in no event shall the calculation of time elapsed include any period of time during which or for which the providing party is not obligated to pay the employees.

B. The actual cost of materials shall be the price per unit of materials set forth in the current Agreement of the providing party for the acquisition of such materials which complies with purchasing statutes multiplied by the total units of material or measurable fractional portions thereof actually incorporated into or expended during the performance of services pursuant to this Agreement. The requesting party shall pay the providing party actual costs for operating any equipment necessary for completing the Improvements requested, costs shall be calculated in hourly units.

C. Upon the completion of the Improvements detailed in each work order, the providing party shall send to the requesting party a statement showing the amount of compensation due it pursuant to the work order. The amount of compensation on each statement shall be due in full within thirty (30) days after the date of the statement. The party or parties paying for the performance of governmental function services shall make payments from current revenues available to the paying party.

XI. NO OBLIGATION

Nothing herein shall be construed to require the party receiving a request to accept the request from the requesting party. The party receiving a request is free, at its option, to accept or reject any request hereunder, provided, however, that upon execution by the requesting agent of a work order prepared by the providing agent, the providing agent shall be obligated to deliver the Item detailed in such work order and shall not be excused from the performance of such work without the written agreement of the requesting agent excusing the work order, except as otherwise provided herein, or as provided by law. In any event, however, should an Item owned by the providing party be required for an obligation of the providing party's normal daily duties, the requesting party shall return the Item back to the providing party with all due diligence.

XII.
FORCE MAJEURE

In the event that the performance by either County or City of any of their obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then the parties shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

XIII.
VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this Agreement shall be performable in Travis County, Texas, and this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XIV.
ENTIRETY OF AGREEMENT AND MODIFICATION

This instrument contains the complete and entire agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force or effect. Any oral representatives or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. No official, representative, employee, or agent of the County has any authority to modify or amend this Agreement except pursuant to specific authority to do so granted by the Commissioners Court of the County. No official representative, employee, or agent of the City has any authority to modify or amend this Agreement except pursuant to specific authority to do so granted by the City Council of the City.

XV.
NON-ASSIGNMENT OF RIGHTS

No assignment of this Agreement or of any right accruing hereunder shall be made in whole or in part by the party without the prior written consent of the other party.

XVI.
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors, successors in office, and assigns of the respective parties hereto.

XVII.
NOTICE

Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

City: William R. Stockton, P.E. (or his successor)
Director, Department of Public Works and
Transportation
P.O. Box 1088
Austin, Texas 78767

With copy to: Diana L. Granger (or successor)
City Attorney
P.O. Box 1748
Austin, Texas 78767

County: Shyra Darr (or her successor in office)
Director, Public Improvements and Transportation
Dept.
P.O. Box 1748
Austin, Texas 78767

With copy to: Honorable Ken Oden (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78757
Attn: File No. 83.47

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

XVIII.
COMPUTATION OF TIME

When any period of time is referred to in this Agreement or in any work order prepared and executed hereunder, it shall be computed to exclude the first and include the last day of such period.

XIX.
HEADINGS

The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

XX.
NUMBER AND GENDER DEFINED

As used in this Agreement, whenever the context so indicates, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others.

XXI.
SEVERABILITY

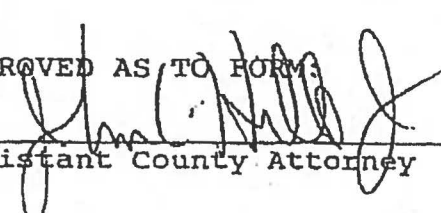
Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

XXII.
COUNTERPARTS

This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original and all of which together constitute one and the same instrument. The terms of this Agreement shall become binding upon each party from and after the time any party executes a consent or other document authorized or required by the terms of the Agreement, such consent or other document shall be binding upon such party.

This instrument is effective as of the date last written below.

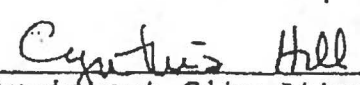
APPROVED AS TO FORM:

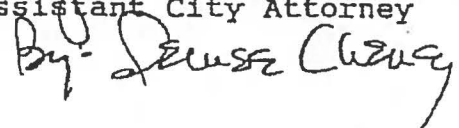

Assistant County Attorney

TRAVIS COUNTY

By: 

Bill Aleshire 3/29/94
Travis County Judge


Assistant City Attorney

By: 

CITY OF AUSTIN

By: 

City Manager or her designee

Date: 3-1-94



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th, Room 400 • P.O. Box 1743 • Austin, Texas 78767 • (512) 473-9700 • Fax (512) 473-9185

Post-It® Fax Note	7671	Date	11/2	Pages	11
To	Kim	From	JAMES LUND		
Co./Dept	PUBLIC WORKS	Co.	STREET & BRIDGE		
Phone #		Phone #			
Fax #	499-7084	Fax #			

October 7, 1999

Peter Rieck
Director, Public Works and Transportation
City of Austin
P.O. Box 1088.
Austin, Texas 78767

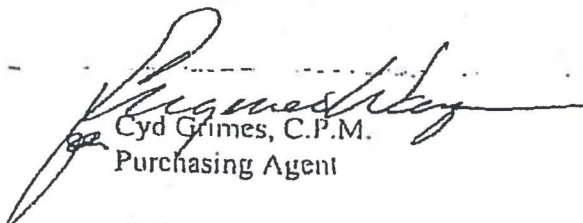
Subject: Amendment No. 1 to Interlocal Agreement Between the City of Austin and Travis County for use of equipment, labor and materials

Dear Mr. Rieck:

Enclosed are four (4) copies of Amendment No. 1 to the subject Interlocal Agreement for your review. If the Amendment is acceptable, please forward to the appropriate person to sign all copies and return to my attention. Upon execution by Travis County, two (2) fully-executed originals will be returned to you. If you have any questions concerning this Amendment, please call James Gonzalez, Construction Procurement Specialist, at 512/708-4850.

Thank you for your assistance in this matter.

Sincerely,


Cyd Grimes, C.P.M.
Purchasing Agent

CG/jg

Encl: Amendment (4)

CC: John Hille, County Attorney's Office
Joe Gieselmann, Transportation and Natural Resources
Paul Franks, Transportation and Natural Resources
James Lund, City of Austin, Street & Bridge Division
James Gonzalez, County Purchasing Office

RECEIVED
OCT 12 1999
FAX



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, Purchasing Agent, C.P.M.

314 W. 11th, Room 400 • P.O. Box 1748 • Austin, Texas 78767 • (512) 473-9700 • Fax (512) 473-9185

March 9, 2000

City of Austin
Public Works and Transportation
ATTN: Peter Rieck
P.O. Box 1088
Austin, TX 78767

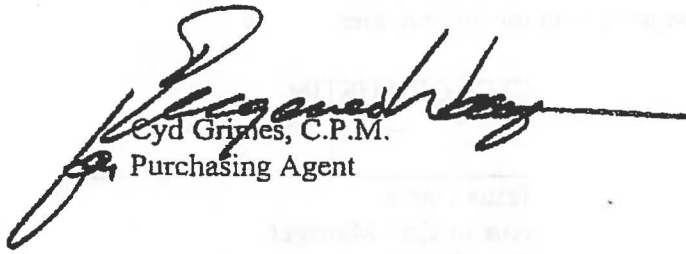
**SUBJECT: Modification No. 2 to Interlocal Agreement between the City of Austin
 and Travis County for use of Equipment Labor and Materials**

Dear Mr. Rieck:

Enclosed is a fully-executed Modification No. 2 of the above referenced Interlocal Agreement for your files.

Should you have any questions regarding this Contract, please contact James Gonzalez at 512/708-4850. Thank you for your assistance in this matter.

Sincerely,


Cyd Grimes, C.P.M.
Purchasing Agent

Encl.: Original Modification No. 2

cc: Joe Gieselman/TNR w/cy of Mod.
Paul Franks/TNR, w/cy of Mod.
John Hille/County Attorney's Office w/cy of Mod.
Tom Nuckols/County Attorney's Office w/cy of Mod.

AMENDMENT TO INTERLOCAL
AGREEMENT BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY
FOR USE OF EQUIPMENT, LABOR AND MATERIALS

WHEREAS, on March 29, 1994, Travis County ("COUNTY") and the City of Austin ("CITY") entered into an Interlocal Cooperation Agreement (the "AGREEMENT") Concerning Use of Equipment Use of Equipment, Labor and Materials; and,

WHEREAS, the CITY and COUNTY desire to expand the services provided to each other pursuant to the Agreement;

THEREFORE, the CITY and the COUNTY, in consideration of the mutual benefits expressed herein, amend the Agreement as follows:

A. Paragraph 11 of the AGREEMENT is amended to add the following as a new section D.:

In the event that either City or County have an Item awarded for a purchase contract, the awarding party may notify the other party that bid quantity remains available. The notified party may request the awarding party to purchase the Item(s) for the benefit of the notified party. The awarding party may assign those purchase rights to the notified party. The notified party may order the Item(s) directly from the successful bidder. The successful bidder shall invoice the ordering party directly. If the contract is non-assignable, the awarding party may purchase the Item for the notified party, upon receipt of the funds to purchase the Item(s), including the cost of delivery if any.

B. All other provisions of the Agreement shall remain in full force and effect.

C. This Amendment to the Agreement shall become effective upon execution by both parties.

D. This Amendment may be executed by the parties on multiple copies.

TRAVIS COUNTY

Samuel T. Biscoe
County Judge
Date Signed: _____

CITY OF AUSTIN

Jesus Garza
Austin City Manager
Date Signed: _____

ATTEST:

Shirley Brown
Austin City Clerk

AMENDMENT OF:
MODIFICATION OF:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUSTIN
AND TRAVIS COUNTY AND FOR USE OF EQUIPMENT, LABOR,
MATERIALS
PAGE 1 OF 4 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	BUYER: James Gonzalez TEL. NO: (512)473-9700 FAX NO: (512)473-9185	DATE PREPARED: February 24, 2000
ISSUED TO: City of Austin Public Works and Transportation P.O. Box 1088 AUSTIN, TEXAS 78767	AMENDMENT NO.:	MODIFICATION NO. 2
	AMENDMENT OF SOLICITATION NO:	MODIFICATION OF CONTRACT NO.
	DATE OF SOLICITATION:	DATE OF ORIGINAL CONTRACT: March 24, 1994

THIS BLOCK APPLIES TO AMENDMENTS OF SOLICITATIONS ONLY:

Bidder/Proponent must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, as amended, by one of the following methods; (i) By completing Name and Address block and executing this document in signature block below in duplicate, (ii) By acknowledging receipt of this amendment on each copy of the bid or proposal submitted, or (iii) By separate letter, facsimile, or telegram referencing the solicitation and amendment, provided however, that such notification does not disclose prices or other competitive information. If by virtue of this Amendment bidder or proponent desires to change a bid or proposal already submitted, such change may be made in the method outlined above, provided such change is received prior to the hour and date specified.

THE HOUR AND DATE FOR RECEIPT OF BIDS OR PROPOSALS ☐ IS NOT CHANGED ☐ IS CHANGED TO THE FOLLOWING TIME AND DATE:
_____. NON-RECEIPT OF YOUR BID/PROPOSAL AND THIS AMENDMENT AT THE DESIGNATED PLACE WITHIN THE
DATE AND HOUR SPECIFIED MAY RESULT IN REJECTION OF YOUR BID OR PROPOSAL.

THIS BLOCK APPLIES TO MODIFICATIONS OF CONTRACTS AS DESCRIBED BELOW:

- ☒ This is a Change Order issued in accordance with authority granted by Contract.
☐ This is an administrative change as described in DESCRIPTION OF CHANGES block below.
☐ This is a Supplemental Agreement entered into pursuant to the authority cited in DESCRIPTION OF CHANGES block below.

CONTRACTOR: ☐ IS REQUIRED TO SIGN TWO COPIES OF THIS DOCUMENT AND RETURN THEM TO THE ADDRESS ABOVE.
☒ IS NOT REQUIRED TO SIGN OR RETURN COPIES OF THIS DOCUMENT.

FOR INTERNAL USE ONLY:

Original Contract Amount: \$ _____ ☐ Amount remains unchanged.

Amount is increased by \$ _____, Amount is decreased by \$ _____, New amount is \$ _____.

DESCRIPTION OF CHANGES:

Refer to Second Amendment to Interlocal Contract, which is attached hereto and incorporated into the Interlocal Contract as if set out at length.

Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore amended, remain unchanged and in full force and effect.

TYPE OR PRINT NAME AND TITLE OF FIRM'S REPRESENTATIVE	SIGNATURE	DATE:
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<i>Cyd V. Grimes</i>	2/24/00
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	<i>Samuel T. Biscoe</i>	3.7.00

**SECOND AMENDMENT TO INTERLOCAL
AGREEMENT BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY
FOR USE OF EQUIPMENT, LABOR AND MATERIALS**

WHEREAS, on March 29, 1994, Travis County ("COUNTY") and the City of Austin ("CITY") entered into an Interlocal Cooperation Agreement (the "AGREEMENT") Concerning Use of Equipment, Labor and Materials; and,

WHEREAS, the CITY and the COUNTY desire to clarify the delivery of services provided to each other pursuant to the Agreement;

THEREFORE, the CITY and the COUNTY, in consideration of the mutual benefits expressed herein, amend the Agreement as follows:

A. Paragraph VII of the AGREEMENT is amended to add the following:

If it is reasonably described in the written work order, the performing party may perform the work order by contracting with a private firm to complete all or part of the work order. The contract must comply with State Purchasing statutes.

B. All other provisions of the Agreement and Amendment No. 1 shall remain in full force and effect.

C. This Amendment to the Agreement shall become effective upon execution by both parties.

D. This Amendment may be executed by the parties on multiple copies.

TRAVIS COUNTY

Samuel T. Biscoe
Samuel T. Biscoe
County Judge
Date Signed: 3.7.00

CITY OF AUSTIN

By: [Signature]
Name: PETER RIECK
Title: DIRECTOR
Date Signed: 1-24-2000

ATTEST:

Austin City Clerk

Approved as to Form:

[Signature]
Assistant City Attorney



Austin City Council MINUTES

FEBRUARY 17, 1994 - 1:00 P.M.

Mayor Todd called to order the meeting of the Council, noting the presence of all members of the Council.

MINUTES APPROVED

1. Approval of Minutes for Regular Meetings of February 3 and 10, 1994 and Special Meetings of February 2, 1994, February 3, 1994 (10:00 a.m. and 5:00 p.m.), February 9, 1994 (1:30 p.m.), February 9, 1994 (6:00 p.m.), February 10, 1994 at (10:00 a.m.), February 10, 1994 (5:00 p.m.)

Approval of minutes of the Special called meetings of February 2, 1994, February 3, 1994 (10:00 a.m. and 5:00 p.m.), and February 10, 1994 (10:00 a.m. and 5:00 p.m.) on Councilmember Garcia's motion, Councilmember Shea's second, 6-0 vote.

CITIZEN COMMUNICATIONS: GENERAL

2. Mr. Melvin Hines, to debate smoking.
Not present
3. Ms. Jeanne Morey, to discuss the South Texas Nuclear Project.
4. Mr. Rodney Doerscher, to discuss investigation of STNP.
5. Mr. Victor "Blane" LeBlanc, to discuss "stop/shutdown/containment" of STNP.
Not present
6. Mr. Brian Blassingame, to request a City investigation of STNP.
7. Mr. Douglas Ross, to discuss the South Texas Nuclear Project.
8. Mr. Mohammed A. Maraqa, to discuss STNP.
9. Ms. Dorothy Chambers, to request a delay on relocating the T.B. Center to the St. John's Neighborhood Center until a meeting is held with the St. John's Neighborhood Association.
10. Mr. Lance Winters, to ask Council to conduct an investigation and an audit of the Risk Management Division of the Human Resources Department concerning their practices, handling of safety concerns, asbestos concerns, Bob Mason's letter, and the great cover-up.
Withdrew
11. 2:00 P.M. - Congressman J.J. "Jake" Pickle - Intermodal Transportation At Bergstrom

ITEMS CONTINUED FROM PREVIOUS MEETINGS

12. Approve third reading of an ordinance amending Chapter 12-5 of the City Code entitled "Smoking in Public Places" to prohibit smoking in public places. (Councilmember Gus Garcia and Mayor Bruce Todd) [Public Hearing Closed - No Citizen Sign-Up]

Mayor Todd brought up the item for third and final reading and recognized Councilmember Garcia for any amendments.

Amendment to Motion

Councilmember Garcia offered the following amendment: "Separate H-VAC systems and airfiltering equipment mean equipment systems and equipment that meet the following specific requirements, and then we would, in that section place the requirements, in the letter from Mr. Hart. Those would be one through five and five had A through S. The requirement of this section can also be satisfied by an alternative professional engineering study that documents compliance with the American Society of Heating, Refrigeration and Air Conditioning Engineers, ASHRAE Standard Number 62-1989, the standards for acceptable indoor air quality."

The motion, seconded by Mayor Todd, FAILED by a 3-3 vote, Mayor Pro Tem Nofziger and Councilmembers Goodman and Reynolds voting NO.

Amendment to Motion

Councilmember Garcia offered the following amendment: "Smoking will be banned in all restaurants and in all restaurants without bars and the entire dining areas of restaurants with bars effective 24 months after the effective date of this ordinance."

The motion, seconded by Mayor Todd, FAILED by a 3-2-1 vote, Mayor Pro Tem Nofziger and Councilmember Reynolds voting NO, Councilmember Goodman Abstaining.

Amendment to Motion

Councilmember Garcia offered the following amendment: "In bars, lounges, taverns, live music venues and bars located within the restaurants, a minimum of 50 per cent of the floor area must be designated as non-smoking within 24 months of the effective date of the adoption of this ordinance."

The motion, seconded by Mayor Todd, FAILED by a 3-3 vote, Mayor Pro Tem Nofziger and Councilmembers Goodman and Reynolds voting NO.

Amendment to Motion

Councilmember Shea offered the following amendment: Add a definition for ventilation and air filtration equipment as follows: "Separate HVAC System means a physically separate heating, ventilation and air conditioning system with a separate intake, outtake, and duct work that exchanges air equal to or greater than 20 times per hour."

Councilmember Garcia seconded the motion with the request that the definition be made a part of Section 12-5-1. Councilmember Shea accepted the friendly amendment, with a clarification that there be a two-year phase-in. Roll call on the motion showed a 3-3 vote, Mayor Pro Tem Nofziger and Councilmembers Goodman and Reynolds voting NO.

Amendment to Motion

Councilmember Garcia offered the following amendment: "I would like to move the adoption of Section 12-5-3 which is in the February 17th memorandum. Nothing in Item Number 2 and then in Section 12-5-5 the adding of Subsection A1 to be added and then for Section 12-5-5(A), Item Number 12, Number 13 be made part of the motion."

Mayor Todd seconded the motion. Councilmember Reynolds asked that the items be separated. Roll Call on amendments to Section 12-5-5 showed a 6-0 vote. Roll call on adding Section 12-5-3, entitled "Smoking in City Facilities Generally Prohibited" showed a 4-1-1 vote, Councilmember Goodman voting NO and Councilmember Reynolds Abstaining.

Amendment to Motion

Councilmember Reynolds offered the following motion: Under Section 12-5-3, exempt bars at the City Airport that are enclosed by four walls.

The motion, seconded by Councilmember Goodman, FAILED by a 3-3 vote, Mayor Todd and Councilmembers Garcia and Shea voting NO.

Amendment to Motion

Councilmember Reynolds offered the following amendment: Under Section 12-5-3, add "Exempt Palmer Auditorium and the City Coliseum to allow smoking areas in those facilities."

The motion, seconded by Councilmember Goodman, FAILED by a 2-4 vote, Mayor Todd, Mayor Pro Tem Nofziger and Councilmembers Garcia and Shea voting NO.

Amendment to Motion

Councilmember Reynolds offered the following amendment: Under Section 12-5-5(A)(9), after restaurant, add "bar or lounge" and in Section 12-5-5(A)(10), after restaurant, add "bar or lounge".

The motion, seconded by Councilmember Goodman, carried by a 4-1-1 vote, Mayor Todd voting NO and Councilmember Garcia Abstaining.

Acting City Manager Jesus Garza requested clarification of Section (14) under exemptions.

Amendment to Motion

Councilmember Reynolds offered the following amendment: Under Section (14) after 6:00 a.m. add "if the separate dining area is enclosed on all sides and has a separate HVAC system or if it is enclosed on three sides, has a separate HVAC system"

The amendment was accepted by acclamation.

Roll Call on Main Motion with Amendments

Roll call on main motion with amendments showed a 4-2 vote, Mayor Todd and Councilmember Garcia voting NO.

Acting City Manager Jesus Garza stated that after consulting with the Health Department, he would bring back for Council adoption the staff's interpretation of the technical amendments.

ORDINANCES

13. Amend the Austin City Code by modifying the Basic Traffic Ordinance, Section 16-4-4(D)-Speed Limits, for the lengthening of the existing 20 mph school zone on Berkeley Avenue at Cunningham Elementary School. (Funding in the amount of \$2,000 for the relocation of flashing equipment is available in the 1993-94 operating budget of the Public Works and Transportation Department.)
14. Approve a street name change request by the American Legion for the disconnected portion of West First Street to "Veterans Drive" (from the intersection of West First Street and the west right-of-way line of MoPac Expressway, to the south right-of-way line of Lake Austin Boulevard.) [No fiscal impact]
15. Amend Ordinance No. 930915-A, the 1993-94 operating budget for Brackenridge Hospital, reducing the Brackenridge Operating Fund beginning working capital balance to \$13,753,689, reducing total revenue to \$138,652,328, reducing total operating expenses to \$133,200,617, reducing total transfers out to \$8,999,554, and reducing total other requirements to \$4,930,095 for an ending working capital balance of \$1,375,751. Amend the Brackenridge Hospital Disproportionate Share Fund, increasing the beginning balance to \$25,850,574, increasing revenue from the Medicaid Disproportionate Share funds to \$28,320,386, increasing the interest revenue to \$648,820, and increasing the Medicaid Provider Tax to \$10,732,046, for an ending balance of \$34,937,734. (Recommended by Hospital Board)
16. Amend Ordinance No. 930915-B, the 1993-94 Capital Budget of the Public Works and Transportation Department by transferring appropriations as follows: (1) \$995,735 from the 1992 Street Resurfacing - Capital Metro Transportation Authority (CMTA) to the 1994 Build Austin Program; (2) \$712,450 to the 1991 Transit Activity Centers project from three other CMTA Accounts: 1991 Street Resurfacing (\$50,000); 1992 Annual Street Maintenance (\$562,450); and 1993 Street Improvements (\$100,000) (Funding in the amount of \$50,000 was included in the 1991-92 Capital Budget of the Public Works and Transportation Department. \$1,658,185 was included in the 1992-93 Capital Budget of the Public Works and Transportation Department.) [Reviewed by Planning Commission] (Related to Item 17) POSTPONE TO FEBRUARY 24, 1994

RESOLUTIONS

17. Approve a construction contract award to CLEAN CUT, INC., Austin, Texas, for construction of Capital Metro Transit Activity Centers at Rogge/Manor, East 7th/Pleasant Valley/ Woodward/Parker, Berkman, Briarcliff, and Bluff Springs/William Cannon, in the amount of \$547,780. (Funding was included in the 1993-94 amended Capital Budget of the Public Works and Transportation Department. Low bid of two (2). DBE Subcontractor Participation: 40.44% (31.77% MBE, 8.67% WBE Subcontractor participation.) [Related to Item 16]
POSTPONE TO FEBRUARY 24, 1994
18. Approve the negotiation and execution of a seven (7) year lease agreement for approximately 4,745 square feet of space in the City-owned Arthur B. DeWitty Center, located at 2209 Rosewood Avenue, to the Austin Travis County Mental Health and Mental Retardation Center for a community based outpatient clinic. (\$17,296 is currently budgeted as expense refunds in the 1993-94 operating budget for Health and Human Services Department. The annual amount will be \$46,122 for the first three (3) years, increasing in years four (4) through seven (7) for a total estimated amount of \$329,314.) [Related to Item 19]
19. Approve execution of a construction contract award to JORDAN-WHITFIELD, INC., Austin, Texas, for construction of improvements to office space at the Arthur B. DeWitty Center located at 2209 Rosewood Avenue, in the amount of \$102,890, as part of the lease agreement with the Austin Travis County Mental Health and Mental Retardation Center. (Funding in the amount of \$85,268 is available in the 1993-94 operating budget Special Revenue Fund of the Health and Human Services Department; \$17,622 was included in the 1993-94 Capital Budget for the Health and Human Services Department.) Low bid of four (4). 2.92% MBE, 7.63% WBE Subcontractor participation. (Related to Item 18)
20. Approve a construction contract award to PRISM DEVELOPMENT INC., (MBE), Austin, Texas, for the construction of sidewalk improvements on Chico Street, Garland Street, and Estes Avenue, in the amount of \$43,293.16. (Funding is available in the 1993-94 operating budget of the Child Safety Fund.) Low bid of seven (7). 10% MBE, 5.20% WBE Subcontractor participation.
21. Approve an Interlocal Agreement with Travis County concerning use of equipment, labor and materials for roadway maintenance within the incorporated boundaries of the City. (Estimated expenses and expense refunds in the amount of \$30,000 are included in the 1993-94 operating budget of the Transportation Fund.)
22. Approve a construction contract award to GRIFFIN-AUSTIN COMPANY, INC., Manchaca, Texas, for the construction of street and drainage improvements along Reyna Street/Krebs Lane, Dunlap Street and Wadford Street, as part of the Community Development District (CDD) 18, Phase 3C, Street and Drainage Improvement Project, in the amount of \$603,165.50. (Funding in the amount of \$452,730.50 was included in the 1992-93 Capital Budget of the Public Works and Transportation Department; \$149,385 was included in the 1992-93 Capital Budget of the Water Utility; and \$1,050 was included in the 1992-93 Capital Budget of the Wastewater Utility.) Low bid of five (5). 33.41% MBE, 7.60% WBE Subcontractor participation. (Recommended by Water and Wastewater Commission)

23. Approve selection of MARTINEZ & WRIGHT ENGINEERS INC., (MBE), Austin, Texas, for negotiation and execution of a contract to provide professional engineering services for East perimeter road pavement rehabilitation at Robert Mueller Airport, in the amount of \$60,000. (Funding was included in the 1993-94 Capital Budget for Aviation). Best qualification statement of five (5). DBE Subconsultant Participation: 11% (0% MBE, 11% WBE) [Reviewed by Aviation Advisory Board]
24. Approve Change Order #1 to GOLF WORKS INC., Austin, Texas, for relocation of soil containing high levels of organic nitrogen as part of the new 18-hole golf course adjacent to Jimmy Clay Golf Course, in the amount of \$13,000, for a total contract amount of \$3,183,016. (Funding was included in the 1991-92 Capital Budget of the Wastewater Utility.) No M/WBE Subcontracting opportunities were identified. (Recommended by Water and Wastewater Commission)
25. Approve a construction contract award to OLIVER ROOFING SYSTEMS, Austin, Texas, for installation of roofing at the Parks and Recreation Department administration building, located at 200 South Lamar, in the amount of \$39,730. (Funding was included in the 1993-94 Capital Budget for the Parks and Recreation Department.) Low bid of six (6). No M/WBE Subcontracting opportunities were identified.
26. Approve execution of a contract with CENTRAL TEXAS EQUIPMENT COMPANY, Austin, Texas, for the purchase of five (5) rollers for use by the Street & Bridge Division in the compaction of sand, gravel, soil and asphalt used for small roadway repairs, in the amount of \$36,675. (Funding is available in the 1993-94 operating budget of the Transportation Fund.) Low bid of four (4). No M/WBE Subcontracting opportunities were identified.
27. Approve execution of a contract with TEXAS SCHOOL BUS CENTER, INC., Austin, Texas, for the purchase of one (1) custom 24 passenger mini-bus to be used by the Senior Activity Center, in the amount of \$45,342. (Funding is available in the 1993-94 Vehicle Acquisition Fund.) Low bid of three (3) meeting specifications. No M/WBE Subcontracting participation was identified.
28. Approve a Neighborhood Commercial Management Program Loan to Double Dave's PizzaWorks, for the purchase of a building located at 4701 Red Bluff Drive, in the amount of \$90,000. (Funding is available in the 19th Year Community Development Block Grant [CDBG] Neighborhood Management Program Grant Funds through the Special Revenue Fund of the Department of Planning and Development.)
POSTPONE TO FEBRUARY 24, 1994
29. Approve a Neighborhood Commercial Management Program Loan to Hull Supply Company, Inc., for the purchase of a building located at 5117 East Cesar Chavez Street, in the amount of \$100,000. (Funding is available in the 19th Year Community Development block Grant [CDBG] Neighborhood Management Program Grant Funds through the Special Revenue Fund of the Department of Planning and Development.)
POSTPONE TO FEBRUARY 24, 1994

30. Authorize renewal and execution of second amendment to Mental Health Unit Agreement between Travis County, Texas and the City of Austin for the operation and service of the Travis County Sheriff's Office Mental Health Unit, in the amount of \$93,500. (Funding is available in the 1993-94 operating budget of the Police Department.)

#13-30 on Councilmember Garcia's motion, Councilmember Shea's second, 6-0 vote.

ORDINANCE

31. Accept Austin CableVision's request for withdrawal and re-submittal of its Federal Communication Commission's (FCC) Form 393, supporting its current rates for basic cable service and related equipment, extend the date for City Review of Form 393 the additional ninety days as allowed by the FCC's rules, and order an accounting of amounts collected under rates at issue. (No fiscal impact).

On Councilmember Shea's motion, Councilmember Goodman's second, 5-0 vote, Mayor Todd out of the room.

ITEMS FROM COUNCIL

32. Approve a resolution establishing monthly community forums to be held on Saturdays from 10:00 a.m. to Noon. (Mayor Bruce Todd)

NO ACTION TAKEN

3:00 P.M. - ELECTRIC UTILITY (Items 33-45)

33. Electric Utility Commission Report - Jim Cash, Chair
34. Resource Management Commission Report - Glenn Crow, Chair
No report
35. Monthly Management Report
Presented by John Moore
36. Approve a construction contract award to J.C. EVANS CONSTRUCTION CO., Austin, Texas, for the Brackenridge Electric Substation, in the amount of \$136,615. (Funding was included in the 1993-94 Capital budget for the Electric Utility Department.) Low bid of five (5). 12.44% MBE, 6.59% WBE subcontractor participation.
37. Approve a construction contract award to HAEGELIN CONSTRUCTION CO., INC., Austin, Texas, for an underground electric ductline for IBM, in the amount of \$249,883. (Funding was included in the 1993-94 Capital budget for the Electric Utility Department.) Low bid of four (4). 4.86% MBE, 1.76% WBE Subcontractor participation.

38. Approve a construction contract award to HAEGELIN CONSTRUCTION CO., INC., Austin, Texas, for an underground electric ductline for the Oakhill Substation, in the amount of \$111,669.75. (Funding was included in the 1993-94 Capital Budget for the Electric Utility Department.) Low bid of eight (8). 5.51% MBE, 2.87% WBE Subcontractor participation.
39. Approve a construction contract award to INTERNATIONAL FABRICATORS, INC., dba EMPIRE ACOUSTICAL SYSTEMS, Mansfield, Ohio, for the installation of noise reduction enclosures at Holly Power Plant, Unit #3, in the amount of \$69,000. (Funding was included in the 1993-94 Capital Budget for the Electric Utility Department.) Low bid of four (4). 10% MBE, 5.58% WBE Subcontractor participation.
40. Approve execution of a contract with RODEO CHEVROLET, Bandera, Texas, for the purchase of two (2) cut-away vans, in an amount not to exceed \$39,126. (Funding was included in the 1993-94 Capital Budget for the Electric Utility Department.) Low bid of five (5). No M/WBE Subcontracting opportunities were identified.
41. Approve execution of contract with McMORRIS FORD, Austin, Texas, for the purchase of thirteen (13) cabs and chassis, in an amount not to exceed \$195,234; RODEO CHEVROLET, Bandera, Texas, for the purchase of six (6) cabs and chassis, in an amount not to exceed \$100,530; and LIEF JOHNSON FORD TRUCK CITY, Austin, Texas, for the purchase of four (4) cabs and chassis, in an amount not to exceed \$101,896, for a total amount not to exceed \$397,660. (Funding was included in the 1993-94 Capital Budget for the Electric Utility Department.) Low bids of seven (7). No M/WBE Subcontracting opportunities were identified.
42. Approve execution of a contract with W.K. JENNINGS ELECTRIC COMPANY, INC., Austin, Texas, for the purchase and installation of electrical equipment to provide electric service to portable buildings at the Decker Power Plant, in the amount of \$38,183. (Funding was included in the 1993-94 Capital Budget for the Electric Utility Department.) Low bid of three (3). 15.84% MBE, 0% WBE Subcontractor participation.
43. Approve execution of a twelve (12) month supply agreement with AIR PRODUCTS AND CHEMICALS, INC., Irving, Texas, for the purchase of industrial gases, in an amount not to exceed \$244,987, with the option to extend for an additional two (2) twelve (12) month periods, in an amount not to exceed \$244,987 per extension, for a total amount not to exceed \$734,961. (Funding in the amount of \$142,909 is available in the 1993-94 operating budget for the Electric Utility Department; funding for the final five months of the original contract period and the extension options is contingent upon availability of funding in future budgets.) Low bid of six (6). No M/WBE Subcontracting opportunities were identified.
44. Approve execution of three (3) twelve (12) month supply agreements with RUST REMEDIAL SERVICES, Houston, Texas, in an amount not to exceed \$160,320; USPCI, San Antonio, Texas, in an amount not to exceed \$65,650; BROWNING-FERRIS INDUSTRIES, Austin, Texas, in an amount not to exceed \$84,175, for the decontamination of transformers containing PCBs and waste disposal services, with the option to extend for up to two (2) twelve (12) month periods, in the amount of \$310,145 per extension, for a total amount of \$930,435. (Funding in the amount of \$180,945 is

available in the 1993-94 operating budget for the Electric Utility Department; funding for the remaining five (5) months of the original contract period and the extension options is contingent upon availability of funding in future budgets.) Low bids of seven (7). No M/WBE Subcontractor participation: Rust Remedial (0% MBE, 1% WBE); USPCI and Browning-Ferris (0% M/WBE).

45. Approve payment to HOUSTON, LIGHTING & POWER, Houston, Texas, for the City of Austin Electric Utility Department's 3.3% share of consulting and engineering services to develop the Electric Reliability Council of Texas (ERCOT) sponsored data link project, in the amount of \$48,578. (Funding was included in the 1993-94 Capital Budget for the Electric Utility Department.)

#36-45 on Councilmember Garcia's motion, Mayor Pro Tem Nofziger's second, 5-0 vote, Councilmember Goodman out of the room.

4:00 P.M. - ZONING HEARINGS AND APPROVAL OF ORDINANCES

46. C14-93-0100 - DAVID RICHARDS, 505-507 East Riverside Drive. From GO-NCCD to SF-6-NCCD as amended by applicant. PLANNING COMMISSION RECOMMENDATION: To Deny MF-4-NCCD, Multifamily Residence (moderate-high density)-Neighborhood Conservation Combining District.

Approve SF-3-NCCD, 1st reading only, on Councilmember Shea's motion, Councilmember Goodman's second, 5-0 vote, Councilmember Garcia out of the room.

47. C14-83-003.25 Amendment #1 - KEITH A. AND JOHN E. DOUGLAS, by T. E. Haynie and Associates (Tim Haynie), 4925-D Ranch Road 2222. REQUEST TO AMEND A ZONING SITE PLAN. Planning Commission Recommendation: Approve subject to an Integrated Pest Management and homeowner education plan, and subject to approval of a recommended ordinance amendment to allow detached condominiums.
POSTPONE INDEFINITELY

On Councilmember Garcia's motion, Councilmember Shea's second, 5-0 vote, Councilmember Goodman out of the room.

EXECUTIVE SESSION (No Public Discussion on These Items)

The City Council will announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any item listed on this agenda.

Section 551.072

48. Discuss the sale of all or parts of the old Southern Pacific Railroad right of way from Giddings to Llano.

49. APPOINTMENTS

AUSTIN COMMUNITY EDUCATION CONSORTIUM - A representative of the Parks and Recreation Board, a representative of the Austin Neighborhoods Council, Pat Delgado of South Austin Civic Association, Molly Raynor, Lillian Davis.

On Councilmember Goodman's motion, Councilmember Reynolds' second, 6-0 vote.

ADJOURN at 5:30 p.m. on Councilmember Reynold's motion, Councilmember Goodman's second, 6-0 vote.

APPROVED ON THE 10th DAY OF March, 1994.
Approval with correction on page 9, item 46, vote should read 6-0, on Councilmember Garcia's motion, Mayor Pro Tem Nofziger's second, 6-0 vote was 5-0-1, Councilmember Goodman Abstaining.

My name is Chuck Gates at the City of Austin, Public Works. I am researching information for David Magana with Street & Bridge department. David Magana wanted to know if the interlocal agreement between the City of Austin and Travis County for use of equipment, labor, and materials is still in affect. We are looking for alternative ways of purchasing materials for road construction and repair, due to the limited number of vendors in the area.

Attached are copies of past documents given to me by David Magana.

Any help you can give me will be greatly appreciated.

Thank you,

Chuck Gates

Financial Consultant

PWD - Support Services

105 Riverside Dr, Suite 200

Phone: 974-7008 Fax: 469-1719



City of Austin

Public Works Department Street & Bridge Division

4411-A Meinardus Drive
Austin, Texas 78744-1835
Telephone (512) 974-8777; Fax (512) 974-8737

September 10, 2009

Mr. David Greear, P.E.
Traffic Manager, TNR
411 West 13th Street
EOB, 11th floor
Austin, TX 78767

RE: Striping Request via Interlocal Agreement between the City of Austin
and Travis County for Use of Equipment, Labor and Materials

Dear Mr. Greear:

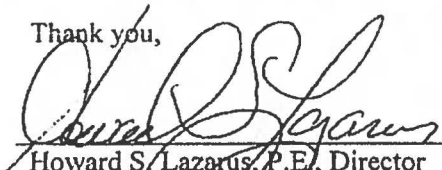
In accordance with the Interlocal Agreement signed March 1, 1994 including Amendment No. 1 signed December 3, 1995 and Amendment No. 2 signed March 7, 2000, the following is a work order request for services associated with striping roads within Austin City limits.

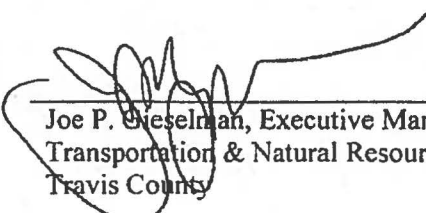
Due to the number of lane miles associated with seal coating Austin streets, we are requesting Travis County employees assist with performing striping services, in paint, which are not to exceed \$30,109.50. The estimate, prepared by you, is based on a five (5) person crew, made up of Travis County employees, working six (6) productive hours a day, and striping approximately 8,000 linear feet a day. The estimate also indicates that Travis County employees will be in a position to begin striping September 14, 2009, or shortly thereafter, and continue working for approximately three weeks.

Upon completion of work, Travis County shall submit a statement reflecting the amount of compensation due to Ms. Ericka Muñoz, with the City of Austin's Transportation Department, Signs & Markings Division. Ms. Muñoz, or a member of her staff, will review for acceptance of work completed. The amount of compensation on each statement shall be due within thirty (30) days after the date of the statement.

Pursuant to the Agreement, please return a signed copy of this letter which will serve as Travis County's authorization of providing services. My signature will represent the City's request for services.

Thank you,


Howard S. Lazarus, P.E., Director
Public Works Department
City of Austin


Joe P. Gieselman, Executive Manager
Transportation & Natural Resources
Travis County

9/18/09
Date

xc: Robert Hinojosa, P.E., Asst. Director of Operations
David V. Magaña, P.E., Managing Engineer
Ericka Muñoz, Engineering Associate C



Memorandum

To: Robert Hinojosa, Interim Director, Public Works Department

From: Robert Brennes, Parks and Recreation Department

Subject: Use of Interlocal Agreement with Travis County for Repairs to the Veloway

Date: November 9, 2016

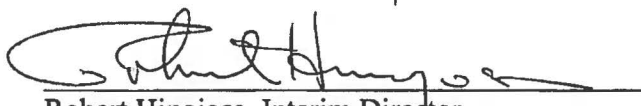
The Veloway is an asphalt track that is 23 feet wide and 3.1 miles long, located on La Crosse Avenue, near the Lady Bird Johnson Wildflower Center. The track is used by bicyclists and inline skaters. The Veloway was built in 1993, with grant funding from the Texas Parks and Wildlife Department. The Parks and Recreation Department (PARD) applied a new surface course of asphalt in 2003.

The Veloway track surface has deteriorated over the last thirteen years since it was last resurfaced. The deterioration in several areas is severe enough to cause serious concerns about cyclist and inline skater safety. The urgency of the safety concerns warrants an expeditious delivery method, which is possible through an existing Interlocal Agreement with Travis County.

The Parks and Recreation Department is requesting the removal and replacement of approximately 41,850 square yards of Type "F" Hot Mixed Asphaltic Concrete (HMAC) and removal/replacement of failed substrate to a depth of 12" in five (5) locations comprising a total of 5,750 square yards.

This Interlocal Agreement was created in 1999 and has been used by both PARD (2003) and Public Works Department (2009). The Interlocal Agreement requires approval from the Public Works Department Director. PARD is requesting the approval from the Director, so that the procurement may proceed.

APPROVAL:


Robert Hinojosa, Interim Director
Public Works Department

CC: David Magana, Acting Assistant Director, Public Works Department

Justification for Using Interlocal Agreement

Circle C Veloway subproject I.D.: 5953.003

Veloway Repairs – Use of the Interlocal Agreement between the City of Austin and Travis County

The Veloway track has fallen into disrepair since the last resurfacing, in 2003. Since the last repairs there have been no maintenance contracts or requests for maintenance.

In response to concerns and requests from the Veloway users, The Parks and Recreation Department (PARD) has made several attempts to procure materials and services for the repair of the 3.1 mile track. PARD has considered the following options:

1. Procurement of services through a traditional Invitation For Bid (IFB) process
2. Procurement of services by inclusion within a pending trail project that will connect to the Veloway parking lot. That project would go through the IFB process also.
3. Procurement of services from the Street & Bridge Division (S&B) of Public Works Department (PWD)
4. Procurement of services from a private firm, Terra Pave, Inc., who produces materials to stabilize and improve paved and unpaved road surfaces
5. Procurement of services from a private vendor through an Interlocal Agreement with Travis County

Items #1 (and #2) - Procurement of services through the IFB process typically take up to six months from advertisement of the solicitation to construction start. Because of the rapidly deteriorating condition of the track surface, PARD explored more expeditious processes.

Item #2 – Inclusion with another project would involve revision of plans that were already permitted and bid documents, along with addition of several contract documents and technical specifications. Since the repairs do not require design, some consultant time would be saved, but offset by questions from Capital Contracting Office (CCO) and Quality Materials Division (QMD) of Public Works due to the unusual inclusion of repair work without design by an engineer.

Item #3 - PARD met with S&B in October, 2015, and it was agreed that S&B would provide PARD with a proposal for services and materials for the repairs. PARD subsequently made several inquiries as to the status of the proposal, but to date, has not received a proposal or estimated date that the proposal would be provided.

Item #4 – Terra Pave, Inc. met with PARD several times and provided a demonstration/test area on the track for one of their products. The result was not acceptable and Terra Pave continued to suggest other products that could be superior to the one tested. However, communication from Terra Pave ceased and no other

August 30, 2016

products were offered for demonstration or testing. Also, the use of a demonstration/test area requires several months of monitoring, further delaying the use of the product and only if the product is considered acceptable.

Item #5 – PARD contacted Travis County to inquire if Interlocal Agreement between the County and the City of Austin could be used to procure materials and services for the repairs. This method had been used for the last repairs (resurfacing) and the Intelocal Agreement is still in place